



Alternatively, to the extent that Roach requests relief under Rule 60(b) of the Federal Rules of Civil Procedure, such request is denied. Rule 60(b) authorizes the court to “relieve a party . . . from a final judgment, order, or proceeding for . . . mistake, inadvertence, surprise, or excusable neglect; . . . [or] fraud . . . , misrepresentation, or misconduct by an opposing party . . . .” Fed. R. Civ. P. 60(b)(1), (3). Under Rule 60(b), “a moving party must show that his motion is timely, that he has a meritorious [claim or defense] . . . , and that the opposing party will not be unfairly prejudiced by having the judgment set aside.” Nat’l Credit Union Admin. Bd. v. Gray, 1 F.3d 262, 264 (4th Cir. 1993) (quotations omitted); see Augusta Fiberglass Coatings, Inc. v. Fodor Contracting Corp., 843 F.2d 808, 811 (4th Cir. 1988) (per curiam). If a party meets these threshold conditions, “he must satisfy one of the six enumerated grounds for relief under Rule 60(b).” Gray, 1 F.3d at 266. Roach has not made any of the requisite showings under Rule 60(b). Accordingly, Rule 60(b) does not entitle him to relief.

In sum, the court DENIES Roach’s motion to move forward to negotiate settlement or set trial date [D.E. 46].

SO ORDERED. This 27 day of February 2013.

  
JAMES C. DEVER III  
Chief United States District Judge